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On May 16, 2008

TOWNSEND and TOWNSEND and CREW LLP

By: /Elyse Brownell/

PATENT
Attorney Docket No.: 019633-000129US
Client Ref. No.: NRC00072.1D1C7

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

GILBERT and WAKARCHUK

Application No.: 10/821,604

Filed: April 8, 2004

For: LOS LOCUS FROM C. JEJUNI

Customer No.: 20350

Confirmation No. 1518

Examiner: Swope, Sheridan

Technology Center/Art Unit: 1652

TERMINAL DISCLAIMER

Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Petitioner, the National Research Council of Canada, Inc, is the owner of 100 percent interest in the instant application. Petitioner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173 as shortened by any terminal disclaimer filed prior to the grant of US Patent No. 6,723,545.

US Patent No. 6,723,545 and the instant application were commonly owned at that time of invention of the subject matter claimed in the instant application. Petitioner hereby agrees that any patent so granted on the instant application shall be enforceable only for and

during such period that it and US Patent No. 6,723,545 are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as deemed in 35 U.S.C. 154 to 156 and 173 of US Patent No. 6,723,545, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

Petitioner, the National Research Council of Canada, Inc, is the owner of 100 percent interest in the instant application. Petitioner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173 as shortened by any terminal disclaimer filed prior to the grant of US Patent No. 7,238,509.

US Patent No. 7,238,509 and the instant application were commonly owned at that time of invention of the subject matter claimed in the instant application. Petitioner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and US Patent No. 7,238,509 are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as deemed in 35 U.S.C. 154 to 156 and 173 of US Patent No. 7,238,509, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such

patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

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US Patent No. 7,169,593 and the instant application were commonly owned at that time of invention of the subject matter claimed in the instant application. Petitioner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and US Patent No. 7,169,593 are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as deemed in 35 U.S.C. 154 to 156 and 173 of US Patent No. 7,169,593, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

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U.S. Patent Application No. 10/830,825 (filed April 23, 2004, now allowed) and the instant application were commonly owned at that time of invention of the subject matter claimed in the instant application. Petitioner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and U.S. Patent Application No. 10/830,825 (filed April 23, 2004, now allowed) are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as deemed in 35 U.S.C. 154 to 156 and 173 of a patent granted from U.S. Patent Application No. 10/830,825 (filed April 23, 2004, now allowed), as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 15 May 2008

By: Marielle Piché
Name: Marielle Piché

Title: Secretary General
National Research Council of Canada